

1 **Q. Please confirm that pursuant to Article XVIII[TERM OF AGREEMENT] of the Joint Use**
2 **Facilities Partnership Agreement (JUFPA), that the JUFPA would have continued in force**
3 **for a further ten-year renewal term (to 2020) unless written notice of either an intention not**
4 **to renew the JUFPA or an intention to renew the JUFPA for a different term or upon**
5 **different terms was given by either party to the other party, no later than six months before**
6 **expiration of the term of the JUFPA on December 31, 2010.**

7
8 **A. It is confirmed that, pursuant to Article XVIII of the JUFPA, the JUFPA would have**
9 **continued in force for a further 10-year renewal term unless written notice was given by**
10 **either party of an intention not to renew the JUFPA or to renew the JUFPA for a different**
11 **term or upon different terms and conditions.¹**

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13 Had this occurred, however, the attachment rental rate to be paid by Bell Aliant to
14 Newfoundland Power would have been recalculated in accordance with Clause 18.02 (b)
15 of the JUFPA.²

¹ Such renewals of joint use agreements have not been common. (See the Response to Request for Information CA-NP-11.)

² Clause 18.02 of the JUFPA effectively provided for a rebasing of the Bell Aliant attachment rental rate to reflect current financial parameters. Please see response to Request for Information PUB-NP-46 for a calculation of the 2011 Bell Aliant attachment rental rate based on a renewal of the JUFPA.